

Contract Part B



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Contract Title: **Sonar Inspections of Wastewater Pipelines**
06-012OB

Buyer: Ovita Bonadie, ovita.bonadie@metrokc.gov, 206 684-1055

Contract Number:	_____	Contractor:	_____
Federal Tax ID:	_____	Requesting Dept.:	_____
Amount:	_____	Fund Source:	_____
Duration:	_____	To:	_____
Work Provided:	_____		

CONTRACT

THIS CONTRACT, made this _____ Day of _____, 2006, by and between King County, Washington, (hereinafter "County") and _____ with its principle place of business at _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No.: _____

Contract Title: **Sonar Inspections of Wastewater Pipelines**

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and Services in accordance with the Contract's terms, Scope of Work and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; **[1]** Contract Amendments; **[2]** the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, Attachments A) Contractor Registration Form, B) Contract Price, C) Domestic Partners Benefits "Declaration" Form, D) Personnel Inventory Report, E) Affidavit and Certificate of Compliance, N) 504/ADA Assurance of Compliance, O) Contractor's Insurance Forms; and **[3]** RFP Addenda; **[4]** Request for Proposals; **[5]** Best and Final Offer; **[6]** the proposal.

COMPANY NAME: _____

ACCEPTED BY:

Authorized Signature

Name and Title (Print or Type)

Date Accepted: _____

KING COUNTY APPROVED BY:

Signature

Name and Title (Print or Type)

Date Accepted: _____

Approved as to form only: _____



King County

ATTACHMENT B

PRICE PROPOSAL FOR RFP No.: 06-012OB

RFP SUBJECT: SONAR INSPECTIONS OF WASTEWATER PIPELINES

Item	Comments	Billing Rate
Vehicle Mileage		
Per Diem		
Daily Consumables		
Small Tools	Per Day	
Staging Area		
Hot Water/ 4000psi Power Washer	Per Day; Per 5 day Week; Fuel	
Traffic Control		
Crew Truck	Per Day; Per 5 day Week; Fuel	
Flatbed Truck	Per Day; Per 5 day Week; Fuel	
Flat Deck Trailer	Per Day; Per 5 day Week; Fuel	
Confined Space Entry Equipment	Per Day; Per 5 day Week	
Generator (5kw)	Per Day; Per 5 day Week; Fuel	
Site Specific Tooling	Pre-approval required for time and materials	
Footage Charge	Cost per foot over ____ feet	
Pipeline Sonar System: 1. Winch, fiber optic and cable. 2. Winch, tow and rope. 3. Surface electronics and power systems. 4. Computers, controllers and software. 5. Down-hole electronics 6. Load cell and payout system. 7. Sonar.	Per Day; Per 5 day Week	
Control Trailer	Per Day; Per 5 day Week;	
Mobilization/		

Item	Comments	Billing Rate

***Insert other equipment, rates, and comments as necessary.**

Prompt payment discount offered: Percentage: _____ Days: _____

Standard payment is net thirty (30) Days. Evaluation Will be at the discounted prices if the time for the discount is twenty (20) Days.

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.

Administrative Change: Documentation provided by County to Contractor, which reflects internal King County procedures not affecting the Contract terms or Scope of Work.

Buyer: Individual designated by the County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as an Amendment.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page i of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Scope of Work or Statement of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Software, Hardware and Services specified under this Contract, including Contract Changes and settlements.

SECTION 1 - STANDARD CONTRACTUAL TERMS AND CONDITIONS

1-1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract shall be disclosed; and the County shall determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

1-2 Contract Changes

No oral order or conduct by the County shall constitute a Contract change. Both parties shall agree to contract changes in writing.

If any Contract change causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the project schedule, or both shall be made and the Contract and all related purchase orders(s) modified and agreed to in writing by both parties. Every contract change may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to Contract price or schedule. Contract changes do not require notice to sureties by County.

1-3 Cost or Price Analysis

The County may require Cost or Price Analysis, contract changes, terminations, and revisions to contract requirements or other circumstances as determined by the County.

1-4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract, applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A Notice to Cure shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination;
3. The Contractor shall only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this contract or a related Purchase Order to Provide further Work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

1-5 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor

ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

1-6 Washington State Sales Tax

The County shall make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

1-7 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

1-8 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1-9 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and /or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or Services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

1-10 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

1-11 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

1-12 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date in which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

1-13 Mediation and Arbitration

Nothing in this subsection precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in either King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle.

1-14 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).
3. If an audit is commenced more than sixty (60) Days after the date of final payment for Contract Work, the County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

C. Proof of Compliance with Contract

The Contractor shall, upon request, provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

1-15 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

1-16 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts, which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts

generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

Ref: KCC 10.14

1-17 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she participated in determining the Work to be done or process to be followed while a County employee.

Contractors who anticipate contracting with the County shall identify at the time of offer, such current or former County employees involved in preparation of proposals or the anticipated performance of the Work if awarded the Contract. Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract

Ref: KCC 3.04.015C; 3.04.035B; 3.04.035D; 3.04.035E; 3.04035H1; 3.04.035H2.

1-18 Nondiscrimination And Equal Employment Opportunity

A. Nondiscrimination in Employment and Provision of Services.

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices.

During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Compliance with Laws and Regulations.

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination.

Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract.

D. Record-keeping Requirements and Site Visits.

The County may, at any time, visit the Project Site, Contractors' and subcontractors' offices to review records related to the solicitation, utilization, and payment to subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this Section. The Contractor shall provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all work under this Contract, the following:

1. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to subcontractors and suppliers in this Contract.
2. The Contractor shall make the foregoing records available to King County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

E. Discrimination In Contracting

King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither Contractor nor any party subcontracting under the authority of this Contract shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

1-19 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

1-20 Nonwaiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

1-21 Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://metrokc.gov/procurement/resources/forms.aspx>.

SECTION 2 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2-1 Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 1. The date the Contract is countersigned by the County is the Contract effective date. No other act of the County shall constitute Contract award. After Contract award, the County shall issue Purchase Orders detailing the Work to be performed.

The Contract may be executed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.

2-2 Contract Term

The initial term of this Contract shall be three (3) years, commencing on the effective date of the Contract and subject to the termination provisions at subsection 1-4, Termination for Convenience/Default/Non-Appropriation. King County may extend this Contract for two (2) one year increments. During extension periods, all terms and conditions of this Contract shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years.

2-3 Notices

All notices or Documentation required or Provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation

King County	Contractor
Project Manager – B. Robert Isaac	
201 South Jackson Street	
Seattle, WA 98104	
206-684-1029	
bob.isaac@metrokc.gov	

For Contract related notices or Documentation contact:

King County Procurement and Contract Services Section	
M.S. EXC-ES-0871	
Exchange Building, 8 th Fl. 821 2 ND Ave.	
Seattle, WA. 98104-1598	
Buyer – Ovita Bonadie	
206-684-1055	
ovita.bonadie@metrokc.gov	

2-4 Payment Procedures

A. Invoices

The Contractor for Work Accepted by the County shall furnish invoices to:

King County Accounts Payable
M/S EXC-ES-0875
Exchange Building, 8th floor
821 Second Avenue
Seattle, WA 98104-1598

Important – When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery Accepted by the County. All invoices shall include the following information: purchase order number, requester's name and phone number, date of invoice, invoice number and invoice total. For each item in the Contract provide the: item number, quantity, description, contract price and when applicable provide the manufacture, list price and discounts. For Services identify from the bid, either milestone Acceptance or hourly rates, hours worked, total hours or related fees.

Failure To Comply With These Requirements Or To Provide An Invoice In Conformance With The Contract May Delay Payment.

B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State Sales use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to Washington, or the County will make payment directly to the State.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its subcontract no later than ten (10) Days from the receipt of each payment the Contractor receives from the County.

2-5 Advance Payment Prohibited

No advance payment shall be made for the Work furnished by Contractor pursuant to this Contract.

2-6 Purchase Orders

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in Attachment B. The purchase orders issued by the County may reflect agreed to modification of Contract terms, funding or other matters subject to subsection 1-2, Contract changes.

2-7 Pricing

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index (PPI), the Consumer Price Index (CPI) or a manufacturer's published notification of price change(s). King County will evaluate this information to determine if revising the pricing is considered fair

and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

2-8 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2-9 Cost Mark-Up

Contractors shall not mark up Subcontractor costs and other direct costs. The cost for Subcontractor management shall be segregated into a single cost item and included as a separate task in Attachment B.

2-10 Direct Costs Related to Additional Work

Direct costs for additional Work shall be billed at cost without markup.

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If a Person does not request government rates, he/she maybe Personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.
- B. Reimbursement for meals shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301,App.A.
- C. Accommodation rates shall not exceed the Federal Lodging limit plus host city taxes. The Contractor shall always request government rates.
- D. The direct costs contained in A, B and C above shall only be authorized by the County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel shall be by coach class at the lowest price available at the time the County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per Person, shall be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

2-11 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

If a Contractor considers any portion of the Work, including Software, data and related materials, delivered to the County to be protected under the law, the Contractor shall clearly identify each such item with words such as "**Confidential**," "**Proprietary**" or "**Business Secret**." If a request is made for disclosure of such item, the County shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the County to be exempt from public disclosure, the County shall not release the exempted documents. If the material is not exempt from public disclosure law, the County shall notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County shall release the item deemed subject to disclosure. By signing this Contract, the Contractor assents to the procedure outlined in this subsection and shall have no claim against the County on account of actions taken under such procedure.

2-12 Board of Ethics Disclosure Requirement

Pursuant to King County code 3.04.120, the Contractor shall file a Contractor Disclosure Form with the Board of Ethics and the King County Executive, attached hereto as Attachment M.

2-13 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 1-2 Contract changes.

2-14 Counterparts

This Contract may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.

2-15 Labor Standards

A. Wages of Employees

1. General. The Work under this Contract is subject to the minimum wage requirements of Chapter 39.12 Revised Code of Washington (hereinafter "RCW"), as amended or supplemented. The Contractor, each of its subcontractor(s) and other Person(s) doing any Work under this Contract Shall pay laborers, workers or mechanics not less than the prevailing rate of wage for an hour's Work in the same trade or occupation in the locality within the State of Washington where such labor is performed. Wages and benefits higher than the minimums required by law may be paid. In the event rates of wages and benefits change while this Contract is in force, the Contractor Shall bear the cost of such changes and Shall have no claim against the County on account of such changes.
2. Prevailing Rates of Wages. All determinations of the prevailing rate of wages Shall be made by the industrial statistician of the Department of Labor and Industries of the State of Washington. The schedule of prevailing wage rates as determined by the industrial statistician for the locality or localities where this Contract Will be performed are by this reference made a part of this Contract as though fully set forth herein. If employing labor in a class not listed in

such schedule, the Contractor Shall request the industrial statistician to determine the correct wage rate for that class and locality. The phone number of the Department of Labor and Industries, Office of Prevailing Wages is 360-902-5331.

3. Disputes. In case any dispute arises as to what are the prevailing rates of wages for Work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter Shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and said Director's decision therein Shall be final and conclusive and binding on all parties involved in the dispute.
4. Posting Notices. The Contractor and other persons required to pay the prevailing rate of wage Shall post in a location readily visible to workers at the job site: (1) a copy of the statement of intent to pay prevailing wages approved by the Industrial Statistician of the Department of Labor and Industries under RCW 39.12.040; and (2) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
5. Apprentices. Apprentice workers employed hereunder for whom an apprenticeship agreement has been registered and approved with the state apprenticeship council pursuant to Chapter 49.04 RCW must be paid at least the prevailing hourly rate for an apprentice for that trade. Any worker for whom an apprenticeship agreement has not been registered and approved by the state apprenticeship council Shall be considered to be a fully qualified journeyman, and, therefore, Shall be paid at the prevailing hourly rate for journeymen.
6. Required Documents. Pursuant to Chapter 39.12 RCW, the Contractor and each of its Subcontractors Shall submit the following documents to the County:
 - a. Before payment is made by the County, the Contractor and each of its Subcontractors Shall submit a "Statement of Intent to Pay Prevailing Wages" which has been approved by the Industrial Statistician of the Department of Labor and Industries.
 - b. With each request for payment, the Contractor Shall submit a statement that prevailing wages have been paid in accordance with the "Statement of Intent to Pay Prevailing Wages" filed with the County.
 - c. Following final Acceptance of the Work and before funds retained according to RCW 60.28.010 are released to the Contractor, and again upon completion of any other Work under the Agreement that is covered by Chapter 39.12 RCW, the Contractor and each of its Subcontractors Shall submit an "Affidavit of Wages Paid" which has been approved by the Industrial Statistician of the Department of Labor and Industries.
 - d. Any fees charged by the Department of Labor and Industries for filing the "Statement of Intent to Pay Prevailing Wages" and the "Affidavit of Wages Paid" Shall be paid by the Contractor and each of its Subcontractors, as applicable; if, for any reason, the County pays such fees, then the Contractor Shall be charged the amounts thereof.
7. Audits. The County may inspect or audit the Contractor's wage and payroll records at any time while the Agreement is in force and for at least three years after the date of final Acceptance. The Contractor Shall maintain such records for that period. The Contractor Shall also guarantee that wage and payroll records of all of its Subcontractors and agents Shall be open to similar inspection and auditing for the same period of time. The County Will give the Contractor reasonable notice of the starting date if an audit Will begin more than sixty (60) days after termination or expiration of this Agreement.

B. Worker's Benefits

The Contractor and its Subcontractors Shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the County may retain such payments from any money due the Contractor and pay the same into the appropriate fund. The Contractor and its Subcontractors Shall also obey all federal, state and local laws, ordinances, and regulations establishing safety standards for the protection of employees. The Public Works Contract Division of the department of labor and industries Will Provide the vendor with applicable industrial insurance and medical aid classification and premium rates. Upon completion of Work covered by Titles 50 and 51 RCW, the vendor Shall complete a "Request for Release" form and submit such form to the Department of Labor and Industries for approval for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums. Such approved form Shall be submitted to the County.

C. Hours of Labor

The Contractor and its Subcontractors Shall comply with Chapter 49.28 RCW. Failure of the Contractor to perform the Work in accordance with this policy of the State of Washington Shall be deemed a failure on its part to comply with the provisions of this Contract.

SECTION 3 - INSURANCE REQUIREMENTS INSURANCE REQUIREMENTS

3-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/ Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3-2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.
- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

 - 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **Commercial General Liability**.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering **Business Auto Coverage**, symbol 1 “any auto”; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

4. Workers’ Compensation

Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or “Other States” State Law.

5. Employers Liability or “Stop Gap”:

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the “Stop Gap” endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in Aggregate.
4. Workers’ Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. **Use the above exact language on the Endorsement Form.**
- b. To the extent of the Contractor’s negligence, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers,

officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.

- c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

I. Endorsements

Endorsement must be included with insurance form, i.e. standard industry forms: "2010 111" or "GC 76 80 10 00. **The County requires this Endorsement to complete the Contract.**

SECTION 4 - TECHNICAL SPECIFICATIONS

4-1 Background

The King County Wastewater Treatment Division conveys and treats 200 million gallons of wastewater daily through a 350 mile system of large diameter pipelines. These pipelines include forcemains, inverted siphons, and pressure sewers, as well as gravity pipelines. The identified sites for immediate work is approximately 10,223 feet of pipelines.

4-2 Scope of Work

The work to be performed under this contract consists of performing inspections of wastewater pipelines using specialized Sonar equipment designed or modified for such purpose and Closed Circuit Television (CCTV) inspections, as necessary and appropriate for the specific facility. Work is within wastewater pipelines throughout King County, Washington. Specifically, work will be completed within inverted siphons, forcemains, and pressure sewers.

TASK 100 Project Management and Coordination

The Contractor shall organize, manage and coordinate the disciplines required to accomplish each work order and shall be capable of working on multiple work orders at the same time. The Contractor will be expected to coordinate its work with efforts performed by County staff and other Contractors. The Contractor shall provide project management and contract administration services to facilitate efficient progress on each work order. Project Management services may include, but not be limited to:

- Prepare site specific Health and Safety Plan (HASP) for the project.
- Provide progress reporting, including a status update of all active work orders with comparison of planned vs. actual schedules.
- Provide project team management and coordination.
- Provide meeting organization, facilitation and documentation.
- Perform quality Assurance/Quality Control describing how the Contractor will monitor product quality and completeness.

As Requested Additional Requirements:

- Health and Safety Plan
- Monthly progress reports, including description of work accomplished and percent complete on each work order (identified by work order number).
- Schedules and schedule updates, as required by work order scope in Gant Chart format.
- Meeting agendas, minutes, and notes, with revisions as required.
- QA/QC Plan

TASK 200 Sonar Inspection / CCTV Inspection

The Contractor shall provide a full range of sonar inspection, (CCTV) and reporting services for the King County Wastewater Treatment Division that may include, but not be limited to the following areas:

- Arrival on site for each work order properly manned and equipped for all aspects of each work order.
- Site safety control including traffic control and all aspects of confined space entry.
- Inspection of specific conveyance sites using sonar imagery equipment. Sonar image screen should be capable of displaying the length of the pipe segment, the original pipe diameter, the location of the sonar device in the pipe segment, consecutive cross sections that when shown together create the impression of a "view down the pipe", the current pipe diameter, location and quantities of debris, and location and quantities of corrosion.

- Proofing of the pipes to be inspected to insure the inspection equipment will pass through unobstructed.
- The sonar inspection transporter should be capable of stopping, backing up and re-inspecting questionable areas during the inspection.
- Recording equipment should have “audio” capabilities to provide audio commentary of the inspection.

As Requested Additional Requirements:

- Sonar and CCTV equipment and qualified operating personnel as specified above.
- Inspection of designated conveyance system conforming to the criteria specified above.

TASK 300 Inspection Reporting

The Contractor will provide live and electronic recording of the inspection, written summaries of findings and graphic supporting materials.

As Requested Additional Requirements

- Recording of the live sonar inspection described in **TASK 200**.
- Summary report listing conditions found in the inspection: length and diameter of pipe inspected, quantities and locations of debris, quantities and locations of corrosion, descriptions and locations of variations from normal pipe condition including reduced diameter, deflections or collapse of the pipe.
- Results of the entire sonar inspection in a tabular format using MS Excel.
- Plotted profile showing all conditions found in the inspection.
- Cross sections plotted a minimum of every ten feet through the inspected pipe section.

Work Orders may include the following sites:

<u>Sites</u>	<u>Length</u>	<u>Category</u>	<u>Material, Size</u>
Yarrow Bay	406'	outfall	CMP, 24"
Enatai	604'	pressure sewer	RCP, 27"
Lake Hills Trunk	4,064'	Inverted siphon	ACP, 10"&12"
Medina Outfall	200'	outfall	Ductile Iron, 14"
North Interceptor (East)	2,604'	Inverted siphon	Brick, 135"
Bellevue Int.	2,345'	Forcemain	CCP, 20"

4-3 Work Orders

- For each individual work order, the Project Representative will issue a written “Work Order Request” to the Contractor. The work request will describe the nature and extent of the project, its scope, preliminary schedule, and rough order of magnitude cost estimate.
- The Contractor will prepare a proposal that includes an applicable scope of work, schedule, and budget, as well as identify key staff assignments and potential sub-Contractors.
- The Contractor and Project Representative will define a detailed scope of work, project schedule, Contractor and subcontractor costs, and other project management details.
- The Project Representative will provide final approval of the work order with a Notice to Proceed.
- The Contractor will be paid on the basis of approved monthly invoices.
- The County will not compensate the Contractor for work associated with negotiation of the scope, schedule and budget of individual work orders.

4-4 Work Within Streets and Easements

A majority of the work to be performed under this contract will be within public right-of-way, however, some work may be performed within easements and on private property. King County will obtain street use and property access permits. The Contractor shall be responsible for developing traffic control plans, per MUTCD, for each specific site that will be used for the street use applications.

4-5 Safety and Health Program

A. This Section specifies procedures for complying with applicable laws and regulations related to worker safety and health. It is not the intent of King County to develop, manage and/or administer the safety and health programs of Contractors and/or SubContractors or in any way assume the responsibility for the safety and health of their employees. It is required that all Contractors and SubContractors adhere to applicable federal, state and local safety and health standards.

B. This Section describes the requirements for submittal of the Contractor's Accident Prevention Program and site specific health and safety plan.

C. It is not the intent of King County Wastewater Treatment Division to list and identify all applicable safety codes, standards, and/or regulations requiring compliance by all Contractor and SubContractor groups. Contractors and SubContractors shall be solely responsible for identifying and determining all safety codes, standards, and regulations, which are applicable to the project.

D. Contractors and SubContractors are encouraged to use the consulting services of the State of Washington's Department of Labor and Industries WISHA Consulting Section at 206-281-5470, for assistance with the requirements of this section.

4-5.1 References

A. Comply with and implement current applicable local, state and federal Health and Safety Standards on the project site including, but not limited to, the following:

<u>Reference</u>	<u>Title</u>
29 USC 651 et seq.	Federal Occupational Safety and Health Act
29 CFR 1910	OSHA General Health and Safety Standards
29 CFR 1926	OSHA Construction Safety and Health Standards
RCW 49.17	Washington Industrial Safety and Health Act
Chapter 296-24 WAC	WISHA General Safety and Health Standards
Chapter 296-62 WAC	WISHA General Occupational Health Standards
Chapter 296-67 WAC	WISHA Process Safety Management Standards
Chapter 296-27 WAC	Recordkeeping and Reporting
Chapter 296-36 WAC	WISHA Safety Standards-Compressed Air Work
Chapter 296-37 WAC	WISHA Safety Standards-Commercial Diving Operations
Chapter 296-44 WAC	WISHA Safety Standards for Electrical Construction Work
Chapter 296-45 WAC	WISHA Electrical Workers Safety Rules
Chapter 296-65 WAC	WISHA Asbestos Standards
Chapter 296-155 WAC	WISHA Safety Standards for Construction
WRD 93-4	Washington State Regional Directive - Contractor Responsibility for Safety and Health Under Stute v. PBMC RCW 70.105 Hazardous WasteDisposal Act
Chapter 173-303 WAC	WDOE Dangerous Waste Regulations

<u>Reference</u>	<u>Title</u>
RCW 70.105D	Hazardous Waste Cleanup-Model Toxic Control Act
Chapter 173-340 WAC	Model Toxic Control Act Cleanup
40 CFR 355-372	Emergency Planning and Community Right-to-Know (SARA Title III)

4-5.2 Submittals

Submit the following to the Project Representative, within ten (10) days of effective date of Notice to Proceed and before start of work:

1. Accident Prevention Program:

The Contractor shall submit an Accident Prevention Program in accordance with WAC 296-24-040 and WAC 296-155-010. This program shall outline the anticipated hazards and safety controls necessary to safeguard Contractor's employees, the public and King County staff.

2. Project Specific Health and Safety Plan:

The Contractor shall submit a comprehensive Project Specific Health and Safety Plan covering all aspects of the Contractor's work activities related specifically and distinctly to the project work and site conditions. At a minimum, the Project Health and Safety Plan shall be based on a project specific hazard analysis and will include, but will not be limited to, the following requirements where applicable to the work:

- Occupational health and environmental control. (WAC 296-155-100)
- Hazard Communication. (WAC 296-155-180)
- Personal protective and life saving equipment. (WAC 296-155-200)
- Fall Restraint and Fall Arrest. (WAC 296-155-245)
- Training material as specified in this Section.

4-5.3 Quality Assurance

- A. The Contractor shall be responsible for carefully reviewing the entire scope of work, the work site location, adjacent structures and systems, and applicable Contract Document requirements to satisfy themselves, by personal review and examination, or by such other means as they prefer, of the safety considerations and requirements that must be addressed and planned for prior to the start of work on the project.
- B. The Contractor is responsible for ensuring that its employees and the SubContractors' employees comply with the Accident Prevention Program and Project Specific Health and Safety Plan. The Contractor shall ensure that SubContractors receive and review a copy of this Specification section.
- C. The Contractor shall designate a qualified health and safety supervisor onsite with responsibility and full authority to coordinate, implement and enforce the Contractor's Accident Prevention Program and Project Specific Health and Safety Plan for the duration of this Contract. The name and telephone number of the safety supervisor shall appear in the Accident Prevention Program and Project Specific Health and Safety Plan.
- D. The Contractor shall not use, operate and/or borrow King County equipment and tools, without the specific expressed Authorization, Approval and Coordination by the Project Representative. The Contractor shall coordinate with the Project Representative regarding any and all requests to use and/or borrow King County equipment and tools. Contractor requests for assistance from King County operations and maintenance personnel shall not be granted without the authorization, approval and coordination by the Project Representative.

- E. The Contractor shall maintain good housekeeping in work areas in accordance with Chapter 296-155- 020 WAC.
- F. The Contractor shall ensure that safe work principles and practices are followed in completing project tasks.
- G. All equipment used inside the sewers shall be intrinsically safe.
- H. Sewer tunnels are not considered “man entry” facilities. Entry will not be allowed through tunnels for inspection and the specifications were not written with this intent.

4-5.4 Special Considerations

This paragraph describes certain minimum precautions for consideration in developing an Accident Prevention Program and Site Specific Health and Safety Plan. Failure to comply with safety and health regulations will result in work suspension until adequate safety and health measures are implemented.

1. Hazard Communication (WAC 296-62-054):

Contaminant gases that may be encountered include but are not limited to Hydrogen Sulfide, Methane, Carbon Monoxide, Carbon Dioxide and Sulfur Dioxide. Provide a written Hazard Communication Program and emergency management plan addressing these and other potential hazardous substances that will exist and/or be brought on site and used during the project.

For projects requiring the use of hazardous materials and chemicals, provide a list and corresponding Material Safety Data Sheets for hazardous chemicals to be used on site. If no hazardous chemicals are to be used, provide statement to that effect.

2. Confined Space Entry (WAC 296-62-145):

The nature of work covered under this Contract may expose workers to permit-required confined spaces having possible explosive, toxic and/or oxygen deficient atmospheric conditions. Prior to execution of work in confined spaces, the Contractor shall submit, as part of the Project Specific Health and Safety Plan, a written permit required confined space safety program that meets the requirements of 29 CFR 1910.146 and WAC 296-62-145.

3. Hazardous Energy Control - Lockout/ Tagout (WAC 296-24-110):

The nature of work covered under this Contract may expose workers to hazardous energy sources, which could include, but is not limited to, the following electrical, mechanical, pneumatic, hydraulic, thermal, and computerized systems. Prior to execution of work involving the control of hazardous energy sources, the Contractor shall submit, as part of the Project Specific Health and Safety Plan, a written safety plan outlining safe work practices addressing hazardous energy control procedures that meets the requirements of 29 CFR 1910.147 and WAC 296-24-110.

4. Fall Prevention and Protection (WAC 296-24-735 and WAC 296-155-245):

- a. The nature of work covered under this Contract may expose workers to fall hazards.
- b. Prior to execution of work involving worker exposure to fall hazards, the Contractor shall submit, as part of the Project Specific Health and Safety Plan, a written Fall Prevention and Protection Plan outlining safe work practices addressing fall hazards that meets the requirements of WAC 296-24-735 and WAC 296-155-245.

5. Personal Protective Equipment (WAC 296-24-075):

- a. The nature of work covered under this Contract may expose workers to miscellaneous injury hazards to the head, hands, feet, body, eyes, ears, etc.

- b. Prior to execution of work involving potential worker exposure to miscellaneous injury hazards, the Contractor shall submit, as part of the Project Specific Health and Safety Plan, a written Personal Protective Equipment Plan outlining safe work practices addressing the use of personal protective equipment and clothing that meets the requirements of WAC 296-24-075.
6. Underground Construction (WAC 296-155-720):
- Provide a written program detailing how employees and King County staff on the site will be protected from the dangers of underground construction. As a minimum, the program shall include the following, where applicable to the work:
- Air Monitoring
 - Ventilation
 - Hazardous Classification
 - Communications
 - Flood Control
 - Mechanical Equipment
 - Personal Protective Equipment
 - Designated Person
 - Use of Explosives, if applicable
 - Fire Prevention and Protection
 - Ground Support
 - Pneumatic and Hydraulic Safety including evacuation procedures and Check-in/Check-out Systems
 - Access and Egress
 - Rescue
 - Illumination
 - Haulage
 - Electrical Safety
 - Hoisting
 - Emergency Lighting
7. Biological Agents (WAC 296-62- 080):
- Wastewater systems carry a wide spectrum of disease-producing organisms. The Contractor shall submit a written hazard communication and biological/bloodborne pathogen program detailing the preventive measures to be taken by the Contractor to provide an appropriate work environment for its employees as well as King County employees on site. These may include, but are not limited to, the following:
- a. Instruction in appropriate measures to avoid contamination.
 - b. A preventative inoculation program (tetanus/diphtheria, etc.) available to all personnel.
 - c. Personal Protective Equipment and Clothing to protect against infection, including rubber boots with full sole and heel steel insert-liners, safety glasses or goggles, and gloves.
 - d. Facilities for workers to clean up, wash and maintain good personal hygiene practices.

4-5.5 Utilities

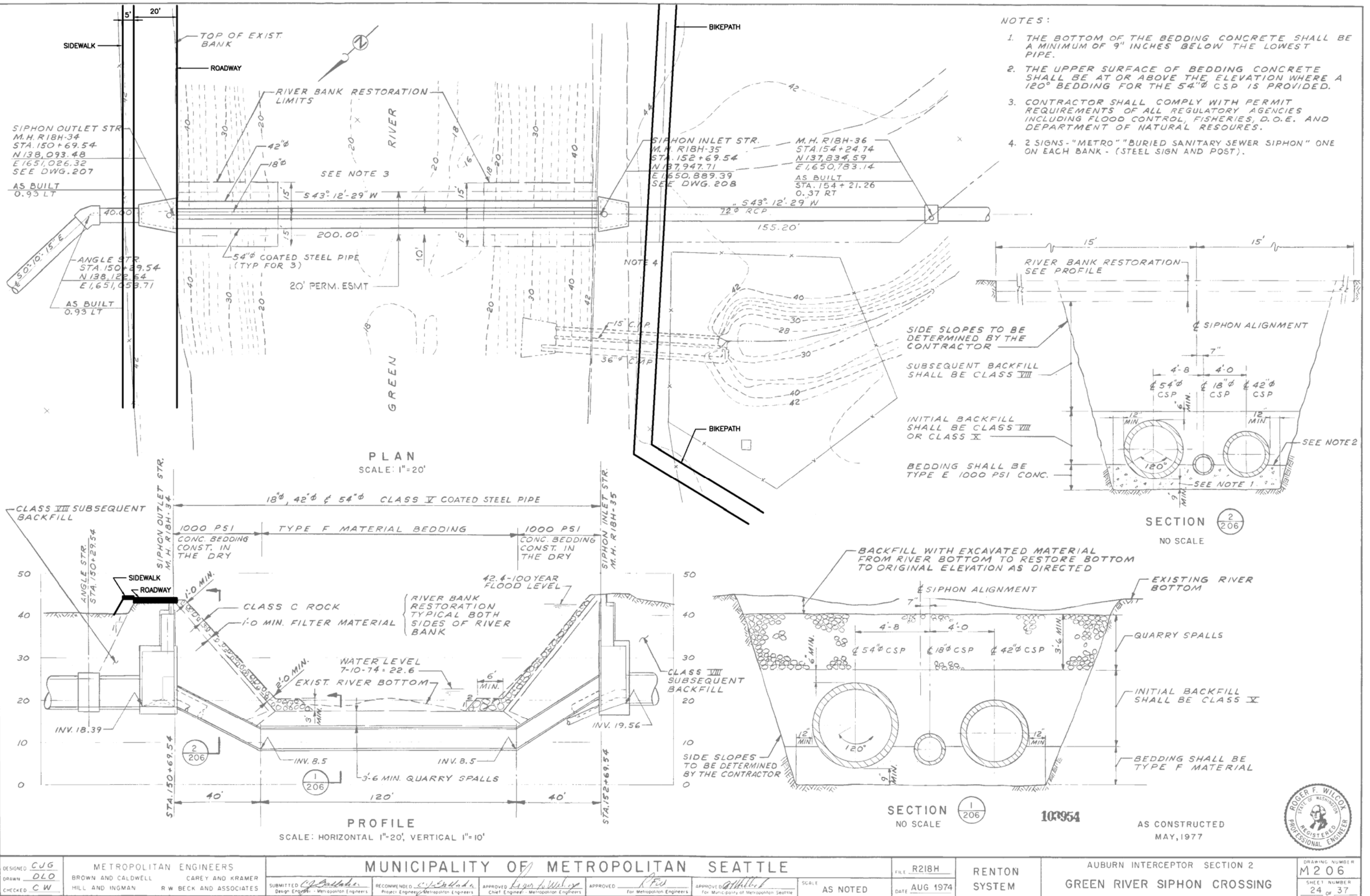
The Contractor shall take appropriate precautions in working near, around and/or with utilities and dangerous substances during the performance of work in order to protect the health and safety of the worker, the public, property and the environment.

4-5.6 Safety and Health Compliance

- A. King County reserves the right to audit the Contractor's Accident Prevention Program and implementation of Contractors' Project Specific Health and Safety Plan. The Project Representative reserves the right to stop that portion of the Contractor's work that is determined to be an imminent or immediate threat to worker health or safety. Ongoing work that is considered a safety or health risk by the Project Representative shall be corrected immediately.
- B. The Contractor shall ensure that necessary air monitoring, ventilation equipment, protective clothing, hazardous energy control devices, fall prevention and other specified supplies and equipment are made readily available to employees to facilitate implementation of the Accident Prevention Program and Project Specific Health and Safety Plan.
- C. The Contractor shall notify the Project Representative within eight hours of all accidents.
- D. The Contractor shall conduct and document a pre-job safety meeting with all SubContractors. Documentation of pre-job safety meeting will be submitted to the Project Representative, if requested.
- E. The Contractor shall conduct and document weekly safety tailgate meetings. Documentation of pre-job safety meeting will be submitted to the Project Representative.
- F. Failure to comply with this Section will result in work suspension until adequate safety and health measures are implemented.

4-5.7 Site Specific Health and Safety Plan Revisions

- A. In the event that King County, regulatory agencies or jurisdictions determine the Project Specific Health and Safety Plan and/or associated documents, organizational structure, or Comprehensive Work Plan to be inadequate to protect employees and the public:
 - 1. The Contractor shall modify the Project Specific Health and Safety Plan to meet the requirements of said regulatory agencies, jurisdictions, and/or the King County Wastewater Treatment Division.
 - 2. The Contractor shall provide the Project Representative with the revisions to the Program and/or Plan within 7 days of the notice of deficiency.
 - 3. The revision must be approved by the Project Representative prior to changing work practices.
- B. The Contractor shall comply with the Washington Industrial Safety and Health Act of 1973, Chapter 49.17 Revised Code of Washington (RCW). The Contractor is further referred to Part Q –Underground Construction of the Washington State Safety Standards for Construction Work, Chapter 296-155 WAC and Part M - Confined Spaces of the Washington State General Occupational Health Standards, Chapter 296-62 WAC, which fall under Chapter 49.17 RCW.
- C. The Contractor shall comply with Section 107 of the Federal Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from the Labor Building, 14th and Constitution Avenue NW, Washington, DC 20013.
- D. The Contractor shall comply with the provisions of the Federal Occupational Safety and Health Act, as amended.



SECTION 5 - PROPOSAL QUESTIONS

5-1 General

- A. This section contains the Proposal items to be addressed by Proposers. Proposals shall address the items in the order presented identifying the proposal items by number. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language.
- B. Proposers addressing the proposal items shall examine the entire Request for Proposal document including the instructions, terms and conditions, Specifications and applicable standards and regulations. Failure to do so shall be at the Proposers risk.
- C. See Section 2-5 (Scoring and Evaluation Criteria)

5-2 Company Contacts

(Weighted Max Scoring 50 points).

- A. Provide names, addresses, telephone numbers, and hours available for local representatives.
- B. Provide a local telephone number (area code 206) or toll-free number for use by King County's Project Representative for communication with the contractor. Maintain this telephone number for the durations of the contract..
- C. Provide names, addresses, telephone numbers for after-hours contacts for use in the event of an emergency.

5-3 References

(Weighted Max Scoring 40 points).

- A. Provide four (4) recent references of projects of similar size and nature, names and contact information. Provide the following information:
Owner, location contact name, phone number, date, and general description/quantity of products provided.
- B. Provide two (2) references at least three (3) years old of projects of similar size and complexity, names and contact information. These older references are separate from the recent references

5-4 Project Team Specialized Experience and Technical Competence

(Weighted Max Scoring 300 points).

- A. The County will evaluate the experience, technical competence and qualifications of the Project Team, their project specific roles and responsibilities, and overall organization of the Project Team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity as the tasks in the "Work Orders" section of the Scope of Work.
- B. Organizational Chart Provide a project organization chart with the proposed team, including the project manager, key personnel, and all other project team members identified by name, title/project role, and firm.
- C. Essential/Key Personnel Table Complete information identifying each position, the individual's name, firm, and proposed role and responsibility. Show clearly which personnel are Essential personnel and which are Key personnel.

1. Essential Personnel – The experience and knowledge of the Essential Personnel are an important factor in the proposer and the proposer's teams ability to complete the work. The proposer's Essential personnel shall be permanently assigned to the projects so long as such Essential Personnel are employed. The proposer shall not remove or reassign Essential Personnel without providing the County thirty (30) calendar days advance written notice identifying:
 - a. Name of Essential Personnel;
 - b. An explanation of reassignment or removal
 - c. Name of the person proposed to replace the Essential Personnel and description of the experience and qualifications of the individual proposed to replace the departing Essential Personnel.
 - d. A plan and schedule showing how the transfer of knowledge and information between the departing and incoming individual will occur;
 - e. Certification that the time associated with Transfer of Knowledge and Information is not billed to the County and is not a cost borne by the County; and,
 - f. Identify adverse impacts to the project(s) as a result of the loss of Essential Personnel and how these impacts will be minimized.
 2. Key Personnel – Key personnel shall be those personnel qualified in their respective area of expertise and knowledge for performance of the work.
- D. Resumes Provide resumes for all personnel, in alphabetical order by the last name. Resumes shall, at a minimum, include the following information:
1. Name of person and title;
 2. Firm name and number of years employed by firm;
 3. Number of years experience in profession;
 4. Education (college degree & year);
 5. professional registrations and licenses (type / state / year);
 6. Previous employment
 7. Name and description of specific projects which demonstrate the individual's experience performing similar responsibilities to that assigned in this proposal.

5-5 Record of Past Performance and Project Examples

(Weighted Max Scoring 200 points).

- A. The County will evaluate the Project Team's record of performance on contracts with government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, and other managerial considerations.
- B. The County will evaluate Project Examples to evaluate the Proposer's experience with similar projects and the amount of involvement the Project Team members, with emphasis on the Key Personnel. To the greatest extent possible, the Project Examples should demonstrate the Project Team members' experience with sonar and CCTV inspection within wastewater pipelines, including:
 1. Ability to provide high quality video in low-light and limited visibility conditions.

2. Operation of sonar equipment, including post-processing and presentation of data.
- C. Submittal Information:
1. Narrative. Provide a brief narrative description of this team's record of performance on projects that included Sonar inspections and CCTV inspections referring to the detailed Project Examples. Point out such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness and other managerial considerations.
 2. Project Examples. Submit a maximum of five (5) Project Examples. It is preferred that at least two (2) of the examples be completed projects.
 - a. For each Project Example, identify the Personnel used on the project team and a description of their responsibility. Place an asterisk (*) by the name of each person who will be assigned to this project.
 - b. For each Project Example, identify the following:
 - (1) Project name and location.
 - (2) Description of project scope, including items listed above in VII.C.2.
 - (3) Specify the proposer's role was as a Prime Contractor, SubContractor, or Other.
 - (4) Owner's name and telephone number.
 - (5) Name and telephone number of the Owner's project manager or other person who can verify the project characteristics of the submitted project example. The Proposer is responsible for ensuring that the contact information is correct.
 - (6) Initial contract price.
 - (7) Final (inclusive of all contract modifications) contract price.
 - (8) Initial date scheduled for completion.
 - (9) Actual completion date.

5-6 Safety Program

(Weighted Max Scoring 200 points).

- A. The County shall evaluate the Proposer's safety program in terms of completeness and appropriate responsibilities for each position.
- B. Submittal Information
 1. Narrative: Provide an outline description of the firm's Health and Safety Program and describe how each element specifically applies to the proposed scope of work.

5-7 Cost Proposal

(Weighted Max Scoring 200 points).

See **Attachment B** Price Proposal for Format;

- A. This section contains a project scenario. The proposer shall prepare a proposal for costs of all personnel and equipment to be utilized in the performance of the work under this scenario.
- B. Provide a detailed narrative of the project development, execution and reporting. Include a detailed description of the processes and tasks required for successful project completion. Provide all labor, equipment, material, mobilization, per diem, and subcontractor, rates and markup.

Scenario:

Using the attached drawings and area map perform a Sonar inspection of this inverted siphon based on the following information.

- Pipe lengths, 200'.
- Pipe Sizes, 1 – 54", 1- 42" and one 18" steel pipes.
- Gates guides are available in the structure to isolate individual siphon barrels.
- These lines have unknown sediment.
- The siphon inlet access structure is in an open field area next to a busy regional bicycle trail.
- The siphon outlet structure access is in the gutter area of a two lane high traffic street.
- King County will acquire street use permits based on the contractor's traffic control plan.